

EXHIBIT K

关于质押协议的备忘录

Memorandum on Equity Pledge Agreement

甲方: NQ International Limited.

Party A: NQ International Limited.

乙方: Tongfang Investment Fund Series SPC

Party B: Tongfang Investment Fund Series SPC

鉴于, 乙方为完成收购北京飞流九天科技有限公司 63%的股权及思享时代(北京)科技有限公司 65%的股权(以下合称“收购资产”, 两家公司合称为“标的公司”)的交易(以下简称“交易”), 于2017年12月14日发行总额为1,770,000,000元人民币的固定利率优先债券(以下简称“债券”)给甲方作为前述收购资产的部分转让对价。为担保乙方按期偿还债务, 甲乙双方签署了质押协议, 乙方将其持有的FL Holdings 79.34%以及Showself Inc. 65%的股份(以下简称“质押物”)质押给甲方作为担保。境外的质押物以及境内的收购资产均由乙方所有, 境外质押物FL Holdings 以及Showself Inc.通过协议控制享有收购资产的权益, 就质押权的实现及质押期间质押物的处置, 双方重申并且认可以下事项:

Whereas, in order to close the transaction (hereinafter referred to as the “Transaction”) on the acquisition of 63% equity of FL Mobile Jiutian Technology Co., Ltd. and 65% equity of Beijing Showself Technology Co., Ltd. (hereinafter referred to as the “Target Assets”, the two companies above are referred to as the “Target Companies”), Party B issued a fixed-rate senior note totaled ¥1,770,000,000.00 as part of the consideration for the above Target Assets. To ensure Party B's debit repayment on time, Party A and Party B has entered into the Equity Pledge Agreement, under which Party B pledged to Party A 79.34% equity of FL Holdings and 65% equity of Showself Inc. in its holdings (hereinafter referred to as the “Pledged Equity”). Both the Target Assets and Pledged Equity are held by Party B, Pledged Equity offshore control and own economic benefits of the Target Assets through contractual arrangements. Both Parties restated and confirmed the following items on the enforcement of the pledge and the disposal of the Pledged Equity.

1、质押权的实现

1、Enforcement of the Pledge

1.1. 为保证甲方作为债权人及质押权人的合法权益，如果乙方产生违约之情形，包括但不限于未按债券的约定偿还债务或支付利息的，乙方承诺全力积极配合以确保甲方质押权之实现。

1.1 In order to protect the rights of Party A as the creditor and pledgee, if Party B breaches the Agreement in any means, including but not limited to not repaying the debit or the interests according to the requirements of the bonds, Party B committed that it will actively cooperate Party A to ensure the enforcement of Party B's Pledge right.

1.2. 乙方在此同意，甲方有权选择以乙方持有的 FL Mobile Inc. 79.34%以及 Showself Inc. 65%的股份或乙方境内资产北京飞流九天科技有限公司 79.34%以及思享时代（北京）科技有限公司 65%的股权来实现质押权。

1.2 Party B hereby agrees that Party A has the right to enforce its pledge right on either Pledged Equity, or Party B's domestic equity, including 79.34% equity interest in FL Mobile Jiutian Technology Co., Ltd. and 65% equity interest in Beijing Showself Technology Co., Ltd., in its sole discretion.

1.3. 乙方在此同意，甲方有权利自行或指定其他境内主体来实现质押权。

1.3 Party B hereby agrees that Party A has the right to enforce the pledge right itself or appoint a third party to enforce the pledge right.

2、乙方作为出质人，甲方作为质权人，乙方承诺如下：

2. Party B, as the pledgor committed to Party A, the pledgee as follows:

2.1 在任何时候，一旦甲方根据质押协议行使甲方的权利或实现质权时，不应有来自任何其他方的合法权利要求或正当干预。甲方有权以法律法规及双方签署之各协议规定的方式行使质权。

2.1 At any time, once Party A exercises its right or enforces its pledge right according to the Equity Pledge Agreement, there should be no claims or intervention from any other parties. Party A has the right to enforce its pledge right according to laws and regulations or agreements executed by both parties.

2.2 股权质押期间,未经甲方事先书面同意,标的公司不分配任何股息、红利,或采取任何利润分配方案。

2.2 During the term of Equity Pledge, the Target Companies shall not distribute any dividends, bonuses, or adopt any profit distribution schemes, without the prior written consent from Party A.

2.3 未经甲方事先书面同意,乙方不得向任何第三人转让股权,不得设立或允许存在任何可能影响甲方权利和利益的质押等任何其他权利负担或任何形式的第三人担保权益。

2.3 Party B shall not transfer any of the equities to any third parties, and shall not place or allow to place any pledges or other encumbrances that have a possible impact on the rights and interests of the Party A, or any kind of security interests of any third parties on the Pledged Equity, without the prior written consent from Party A.

2.4 将任何可能导致对出质人股权或其任何部分的权利产生重大财务影响的事件通知甲方,并获得甲方书面同意。

2.4 Party B shall give prior written notice to and received written consent from Party A on any events that have a possible financial impact on the Equities or any part of rights and interests of the Pledger.

3、法律适用和争议解决

3. Governing Law and Disputes Settlement

3.1 本备忘录的签署、有效性、履行和解释,以及争议的解决受中华人民共和国法律管辖,依中华人民共和国法律解释。

3.1 The execution, validity, performance and interpretation and the dispute settlement of this Memorandum shall be governed and construed by the laws or regulations of People's Republic of China.

3.2 在本备忘录各方就本备忘录项下条款的解释和履行发生争议时,各方应善意通过协商解决该争议。协商不成,任何一方均可将有关争议提交中国

国际经济贸易仲裁委员会按照其届时有效的仲裁规则仲裁解决。仲裁地点为北京。仲裁使用之语言为中文。仲裁裁决应是终局性的, 对各方均有拘束力。

3.2 Any dispute on the interpretation and performance arising from this Memorandum shall be settled by both Parties through friendly consultation. In the event that such dispute cannot be settled through consultation, such dispute shall be submitted to China International Economic and Trade Arbitration Commission ("CIETAC") in Beijing to be arbitrated in accordance with the Arbitration Rules in force at the moment. Proceedings shall be conducted in Chinese. The award of CIETAC shall be final and binding upon the Parties.

3.3 除各方发生争议的事项外, 各方仍应当本着善意的原则按照本备忘录的规定继续履行各自义务。

3.3 Except for the events at issue, each party shall continue the performance of the obligations under this Memorandum in good faith.

4、其他

4. Miscellaneous

4.1 本备忘录的任何修改、补充或变更, 均须采用书面形式, 经各方签字盖章后生效。

4.1 Any modifications, supplements or amendments shall be made in writing and come into force after being signed and sealed by the Parties.

4.2 各方在此确认本备忘录为各方在平等互利的基础之上达成的公平合理的约定。如果本备忘录项下的任何条款因与有关法律不一致而无效或无法强制执行, 则该条款仅在有关法律管辖范围之内无效或无执行力, 并且不得影响本备忘录其他条款的法律效力。

4.2 The Parties hereby confirm that the Memorandum is made based on equality and mutual benefits. If any provision of this Memorandum is invalid and unenforceable for being inconsistent with the applicable law, such invalidity or unenforceability does not in substance have any material adverse effect on the remaining provisions of this Memorandum.

4.3 本备忘录以中英文书就,以中文为准,正本一式两(2)份,各方各持一(1)份。

4.3 This Memorandum is made in Chinese and English, Chinese version shall be privilege, this Memorandum is executed in two(2) originals in and each Party keeps one(1) original.

[此页无正文，为《关于质押协议的备忘录》签署页]

甲方：NQ International Limited.

盖章：

日期：

吳強

乙方：Tongfang Investment Fund Series SPC

盖章：

日期：

李相君